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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

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: In the Matter of :  
: M & T Delisa Site :  
: :  
: THE EQUITABLE LIFE ASSURANCE :  
: SOCIETY OF THE UNITED STATES, : ADMINISTRATIVE ORDER  
: : ON CONSENT  
: Respondent :  
: :  
: Proceeding under Sections 104 and : Index No. II CERCLA-80105  
: 122 of the Comprehensive Environ- :  
: mental Response, Compensation and :  
: Liability Act, 42 U.S.C. §§9604, :  
: 9622 :  
: :  
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I. JURISDICTION

1. This Administrative Order on Consent ("Order") is entered into with The Equitable Life Assurance Society of the United States, the Respondent, pursuant to the authority vested in the President of the United States under Sections 104 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§9604(a), 9604(b), 9622(a), 9622(d)(3), which authority was delegated to the Administrator of the United States Environmental Protection Agency ("EPA") and duly redelegated to the Regional Administrators of EPA. Notice of this Order and the negotiations preceding its issuance were provided to the New Jersey Department of Environmental Protection ("NJDEP") pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

II. FINDINGS

2. Respondent is owner of property including the retail shopping facility (hereinafter known as "The Mall") located in the Township of Ocean, County of Monmouth, State of New Jersey; bounded by New Jersey State Highway No. 35 on the east, New Jersey State Highway No. 66 on the south, Route No. 35 Freeway (also known as Route 18 Freeway) on the west; said property being a portion of Blocks 141 and 142 of the tax map of the Township of Ocean. Said property contains 132.406 acres, excepting therefrom Lot 2, Block 141 (the Sears tract), totaling 15.464 acres. These premises constitute a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C §9601(9), and are hereinafter referred to as the "Facility" or the "M & T Delisa Site".

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3. The Facility occupies the site of the former M & T Delisa landfill at which waste was disposed of until 1975.
4. The M & T Delisa Site is on the National Priorities List, 40 CFR Part 300, Appendix B, which has been established pursuant to to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. §9605(a)(8)(B).
5. In November, 1983, EPA entered into an Administrative Order on Consent, Index No. II RCRA-3018-40101, with Respondent pursuant to Section 3013 of the Resource Conservation and Recovery Act. This order required Respondent to conduct hydrogeological, surface water and air monitoring investigations at the site. These investigations are hereinafter referred to as the "preliminary investigation".
6. In August, 1984, Respondent submitted to EPA the results of the preliminary investigation.
7. The preliminary investigation revealed that groundwater at the site contained hazardous substances at the following maximum concentrations: arsenic - 68 parts per billion (ppb), chromium - 56 ppb, lead - 230 ppb.
8. The preliminary investigation also revealed that surface water adjacent to the M & T Delisa Site contained hazardous substances at the following maximum concentrations: trichloroethylene (TCE) - 14 ppb, and lead - 100 ppb.
9. The substances listed in paragraphs 7 and 8, above, are hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
10. Deal Lake Brook, which runs along the southern perimeter of the M & T Delisa Site, discharges into Deal Lake less than one mile from the Facility. Deal Lake is used for recreational purposes, including fishing.
11. The M & T Delisa Site overlies the Kirkwood Formation, an unconfined potable aquifer. Beneath the Kirkwood is the Manasquan Formation, and the Vincentown Formation underlies the Manasquan. The Vincentown aquifer is utilized for drinking water in the vicinity of the site.
12. The hazardous substances present at the Facility and their migration and potential migration to surface water and to groundwater constitutes a "release" or threat of "release" within the meaning of Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

13. Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

14. Respondent owns the Facility and is thus a responsible party under Section 107(a)(1) of CERCLA, 42 U.S.C. §9607(a)(1).

15. In order to fully determine the nature and extent of the release and threatened release of hazardous substances at and from the M & T Delisa Site and evaluate remedial alternatives for the M & T Delisa Site, a Remedial Investigation and Feasibility Study ("RI/FS") must be conducted in conformance with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300 ("NCP"), and any amendments thereto, and CERCLA including but not limited to Sections 104 and 121, 42 U.S.C. §§9604, 9621.

16. Respondent has been given an opportunity to discuss with EPA the basis for issuance of this Order and its terms.

### III. ORDER

17. Based on the foregoing, EPA hereby orders and Respondent agrees to perform a Remedial Investigation and Feasibility Study with respect to the M & T Delisa Site in accordance with the requirements set forth below. All activities required by this Order shall be completed as soon as possible even though maximum time periods for their completion are set forth herein and in the Site Operations Plan ("SOP") and Feasibility Study Work Plan ("FS Work Plan") which will be attached to the Order.

#### Remedial Investigation

18. Respondent has prepared a Draft SOP and Draft FS Work Plan for the performance of an RI/FS of the M & T Delisa Site. EPA has initially reviewed the Draft SOP and Draft FS Work Plan and intends to complete its review and send its written comments to Respondent. Within fourteen (14) days of its receipt of EPA's written comments, Respondent shall amend the Draft SOP and Draft FS Work Plan and submit the amended plans to EPA.

19. EPA will make the final determination in any dispute regarding the sufficiency or acceptability of the Draft SOP and Draft FS Work Plan, and EPA may modify them unilaterally. At such time as EPA determines that the Draft SOP and Draft FS Work Plan are acceptable, EPA will transmit to Respondent a written statement to that effect. The EPA-approved SOP and FS Work Plan will be appended to this Order as Appendix I and Appendix II, respectively.

20. Respondent shall complete all activities specified in Appendix I and, in conformance with the schedule included in Appendix I, shall submit to EPA for review the preliminary results of these activities. This submittal shall be in the form of a progress report.

21. EPA will review such results and will determine if additional work is necessary so that the RI will meet the requirements of the NCP and CERCLA. Such additional work may include an investigation of the lower Vincentown aquifer, and a determination of the hydrogeologic relationships between the Vincentown and upper Kirkwood Formations. This additional work will be necessary if contamination of concern is detected in the Kirkwood Aquifer, and/or the Remedial Investigation has not sufficiently demonstrated that the Manasquan Formation forms a confining layer between the Kirkwood and Vincentown Formations sufficient to prevent contaminant migration from adversely affecting the water quality of the Kirkwood Formation. If EPA determines that additional work is necessary, Respondent shall perform such additional work in conformance with a schedule approved by EPA.

22. If, after review of the preliminary results referred to in paragraph 20, above, EPA is satisfied that an investigation of the lower Vincentown aquifer is not necessary in order to complete the Remedial Investigation, Respondent shall submit to EPA for review and approval a draft report detailing the results of the RI combined with the results of the preliminary investigation referred to in paragraph 5. This report shall be titled "Draft RI Report".

23. EPA will review and comment on the Draft RI Report. Within ten (10) days of its receipt of EPA's written comments, Respondent will have an opportunity to confer concerning such comments. Within thirty (30) days of receipt of EPA's written comments, Respondent shall amend the Draft RI Report as required by those comments or as otherwise agreed upon with EPA, so that the report will meet the requirements of the NCP and CERCLA, and shall submit the amended report to EPA.

24. EPA's comments on the Draft RI Report may require Respondent to perform such additional investigatory work as EPA finds necessary to meet the requirements of the NCP and CERCLA. Such work (including any necessary work plans and reports) shall be performed by Respondent in conformance with a schedule approved by EPA.

25. EPA will make the final determination in any dispute regarding the sufficiency or acceptability of the Draft RI Report and any supplementary submissions prepared in accordance with paragraphs 21 or 24 above, and EPA may modify them unilaterally. At such time as EPA determines that the Draft RI Report is acceptable, EPA will transmit to Respondent a written statement to that effect and the report will be deemed the Final RI Report.

Feasibility Study

26. Respondent shall perform the FS in conformance with the EPA-approved FS Work Plan (attached as Appendix II) and the schedule contained therein. By the date specified in the schedule contained in the EPA-approved FS Work Plan, Respondent shall submit to EPA for review an FS report ("Preliminary FS Report"), which shall include a recommended remedial alternative and a conceptual design of that alternative.

27. EPA will review and comment on the Preliminary FS Report. Within ten (10) days of receipt of EPA's written comments, Respondent will have an opportunity to confer with EPA concerning such comments. Within thirty (30) days of receipt of EPA's written comments, Respondent shall amend that report to conform with such comments or as otherwise agreed upon with EPA so that the report will meet the requirements of the NCP and CERCLA, and shall submit the modified report to EPA.

28. EPA's comments on the Preliminary FS Report may require that Respondent conduct such additional evaluations as EPA finds necessary to meet the requirements of the NCP and CERCLA. Such work (including any necessary work plans and reports) shall be performed in accordance with the schedule approved by EPA.

29. EPA will make the final determination in any dispute regarding the sufficiency or acceptability of the Preliminary FS Report and any supplementary submissions prepared in accordance with paragraph 28, above, and EPA may modify them unilaterally. At such time as EPA determines that the Preliminary FS Report is acceptable, EPA will transmit to Respondent a written statement to that effect, and the report will be deemed the Draft FS Report.

30. Following submittal of the Draft FS Report, EPA will announce the availability of both the Final RI Report and the Draft FS Report to the public for review and comment, as required by CERCLA. Following the public comment period (which may involve both written and oral comments), EPA will determine if the reports should be modified and will notify Respondent in writing of its determination. In the event that EPA determines that either or both of the reports needs to be modified to meet the requirements of the NCP and CERCLA, within twenty (20) days of receipt of EPA's determination, Respondent shall modify the report(s) as directed by EPA and shall submit the modified document(s) to EPA. EPA shall make the final determination in any dispute regarding the sufficiency or acceptability of both the RI and FS Reports, and EPA may modify them unilaterally.

31. EPA will make the final selection of the remedial alternative(s) to be implemented with respect to the M & T Delisa Site in accordance with the NCP and CERCLA.

Financial Assurance

32. At least seven (7) days prior to the performance of any field work under this Order by Respondent's contractors and subcontractors, Respondent shall submit a certification that the contractors and subcontractors have insurance coverage or indemnification for any liability which may result from the RI/FS activities to be conducted by them.

Notification and Reporting Requirements

33. Respondent shall provide monthly written progress reports to EPA by the tenth day of every month following the effective date of this Order. At a minimum these progress reports shall (1) describe the actions which have been taken toward achieving compliance with this Order, (2) include all results of sampling and tests and all other data received by Respondent, and (3) include all plans and procedures completed subsequent to EPA approval of the SOP during the past month as well as such actions and plans which are scheduled for next month.

34. All work plans, reports and other documents required to be submitted to EPA under this Order shall be sent by certified or express mail, return receipt requested, to the following addressees:

3 copies: Chief, Site Compliance Branch  
Emergency and Remedial Response Division  
United States Environmental Protection Agency  
Region II  
26 Federal Plaza, Room 747  
New York, NY 10278

Attention: Howard Orlean  
Project Manager, M & T Delisa Site

1 copy: Chief, New Jersey Superfund Branch  
Office of Regional Counsel  
United States Environmental Protection Agency  
Region II  
26 Federal Plaza, Room 437  
New York, NY 10278

Attention: M & T Delisa Site Attorney

3 copies: Bureau of Case Management  
Division of Hazardous Waste Management  
New Jersey Department of Environmental Protection  
401 East State Street  
Trenton, NJ 08625

Attention: Dhruva Kanjarpane, Case Manager

35. Respondent shall give EPA ten (10) business days advance notice of the commencement of field work for the following expected activities under this Order: drilling, installation and testing of all monitoring wells and all on-site and off-site sampling activities.

36. All reports and other documents produced by Respondent and submitted to EPA in the course of implementing this Order shall be available to the public unless identified as confidential by Respondent and determined by EPA to merit confidential treatment, in accordance with 40 CFR Part 2, Subpart B. In addition, EPA may release all such documents to NJDEP and NJDEP may make those documents available to the public unless Respondent conforms with appropriate New Jersey law and regulations regarding confidentiality. No sampling, monitoring, hydrological or geological data shall be considered confidential.

#### Respondent's Facility Coordinator, Other Personnel

37. Not later than five (5) business days after the effective date of this Order, Respondent shall select an individual to be known as the Facility Coordinator and shall notify EPA in writing of the name, address, qualifications, job title and telephone number of the Facility Coordinator. The Facility Coordinator shall be responsible for oversight of the implementation of this Order. He or she shall have technical expertise sufficient to adequately oversee all aspects of the work contemplated by this Order. EPA correspondence to the Respondent with respect to this Order will be sent to the Facility Coordinator. Respondent has the right to appoint a new Facility Coordinator at any time. Such change shall be effected by written notice in accordance with this paragraph.

38. All activities required of Respondent under the terms of this Order shall be performed only by well-qualified persons possessing all necessary permits, licenses, and other authorizations required by federal, state, and local governments.

#### Access and Availability of Data

39. Respondent shall be responsible for obtaining in a timely fashion such access to the M & T Delisa Site and any other premises where work under this Order is to be performed as is necessary for Respondent to carry out the requirements of this Order. This Order does not convey any rights of access to Respondent. If Respondent is unable by the exercise of its best efforts to effect necessary site access, and EPA refuses to use its legal authorities to do so, EPA and Respondent shall modify the requirements of this Order by mutual agreement to accommodate the lack of access.

40. EPA and its designated representatives, including but not limited to their employees, agents, contractors and consultants, shall be permitted to observe the work carried out pursuant to this Order. Respondent shall provide EPA and its designated representatives with access to and freedom of movement at the Site (and any other premises under the ownership or control of

Respondent where work under this Order is performed) at all reasonable times, including, but not limited to, any time that work under this Order is being performed, for purposes of inspecting or observing Respondent's progress in implementing the requirements of this Order, verifying the information submitted to EPA by Respondent, or for any other purpose reasonably related to EPA oversight of the implementation of this Order. With respect to any other premises where work under this Order is performed but which are not under the ownership or control of Respondent, Respondent shall not interfere with EPA access to such premises, and to the maximum extent practicable, shall support and assist EPA in obtaining access to such premises. Notwithstanding the above, EPA hereby retains all of its inspection authority under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., and any other applicable statute. NJDEP and its designated representatives shall be eligible to be designated representatives of EPA under this paragraph.

41. All data, information and records created or maintained by Respondent or its contractors or consultants in connection with implementation of the work under this Order, including but not limited to contractual documents, shall, without delay, be made available to EPA on request. Further, EPA shall be permitted to copy all such documents. In addition, no such data, information, or records shall be destroyed for six years after completion of the work required by this Order without either the express written approval of EPA or a written offer by the Respondent to provide such material to EPA, followed by EPA's written rejection of that offer.

42. Upon request by EPA, Respondent shall provide EPA or its designated representatives with duplicate and/or split samples of any material sampled in connection with the implementation of this Order.

#### General Provisions

43. This Order shall apply to and be binding upon EPA, Respondent and Respondent's receivers, trustees, successors and assigns, including any successor owner of the Facility who by written acknowledgement evidences its intention to be bound by this Order under the same terms and conditions as the named Respondent.

44. All actions performed by Respondent pursuant to this Order shall be carried out in conformance with all applicable federal, state, and local laws, regulations, and requirements, including, but not limited to, the NCP and any amendments thereto.

45. All work conducted pursuant to this Order shall be performed in accordance with prevailing professional standards.

46. Respondent shall be responsible for obtaining all



necessary permits, licenses and other authorizations.

47. EPA's determinations pursuant to paragraphs 19, 25 or 29 above, shall be final without further opportunity for administrative review or hearing.

48. All SOPs, work plans, schedules and progress reports required under the terms of this Order, upon approval by EPA, shall be deemed to be incorporated into this Order.

49. Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent or Respondent's officers, directors, employees, agents, contractors, consultants, receivers, trustees, successors or assigns in carrying out any action or activity pursuant to this Order; nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by Respondent in carrying out any activities pursuant to this Order.

50. Neither Respondent nor anyone acting on behalf of Respondent shall be liable for any injuries or damages to persons or property resulting from any acts or omissions of the United States Government, any agency thereof, or of its employees, agents, servants and representatives including but not limited to persons, firms, corporations, subsidiaries, contractors or consultants carrying out activities on behalf of the Government pursuant to this Order.

51. Respondent agrees to indemnify and hold harmless EPA and the United States Government, its agencies, departments, agents and employees, from all claims, causes of action, damages and costs of any type or description by third parties for any injuries or damages to persons or property resulting from acts or omissions of Respondent, its officers, directors, officials, agents, servants, receivers, trustees, successors or assigns, as a result of the fulfillment or attempted fulfillment of the terms and conditions of this Order by Respondent. Respondent, its agents and employees do not waive any rights to reimbursement to the extent such rights are provided by the federal Tort Claims Act and Tucker Act in connection with claims or causes of action arising from acts or omissions of the United States as directed by the United States in carrying out this Consent Order.

52. Nothing herein shall constitute or be construed as a satisfaction or release from liability for Respondent or Respondent's directors, officers, employees, agents, contractors, consultants, receivers, trustees, successors or assigns or for any other individual or entity. Nothing herein shall constitute a finding that Respondent is the sole responsible party with respect to the release and threatened release of hazardous substances from the Facility.

53. Nothing contained in this Order shall affect any notice, right, claim, interest, defense, demand or cause of action of

any party hereto with respect to third parties. The parties to this Consent Order expressly reserve all rights, including any right to contribution possessed by the Respondent, against any other parties who may be responsible for actual or threatened releases at the M & T Delisa Site, claims, demands and causes of actions the parties have or may have against any and all other persons and entities who are not parties to this Consent Order.

54. Respondent agrees not to make any claims pursuant to Sections 106(b)(2), 111 and/or 112 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, 9612, for reimbursement from the Hazardous Substance Superfund of costs incurred by it in complying with this Order.

55. Nothing in this Order shall be construed to constitute preauthorization under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2), and 40 CFR §300.25(d).

56. No informal advice, guidance, suggestions or comments by EPA shall be construed to relieve Respondent of any of its obligations under this Order.

57. Respondent shall use its best efforts to avoid or minimize any delay or prevention of performance of its obligations under this Order. Respondent's activities under this Order shall be performed within the time limits set forth herein, or otherwise established or approved by EPA, unless performance is delayed by events which constitute a force majeure. For purposes of this Order, force majeure is defined as any event arising from causes beyond Respondent's control. Financial considerations shall not be considered circumstances beyond the control of Respondent. When an event constituting a force majeure occurs, Respondent shall perform the affected activities within a time period which shall not exceed the time provided in this Order together with the period of delay attributed to the force majeure; provided, however, that no deadline shall be extended beyond a period of time that is reasonably necessary. Respondent shall verbally notify the EPA Project Manager identified in paragraph 34 above as soon as possible after discovering that circumstances that may constitute a force majeure have occurred or are likely to occur. If the Project Manager cannot be reached, Respondent shall leave a message at his office. In addition, Respondent shall notify EPA in writing as soon as possible, but not later than seven (7) days after the date when Respondent becomes aware of the circumstances alleged to constitute a force majeure. Such written notice shall be accompanied by all available pertinent documentation, including, but not limited to, third-party correspondence, and shall contain the following: 1) a description of the circumstances, and Respondent's rationale for interpreting such circumstances as being beyond its control; 2) the actions (including pertinent dates) that Respondent has taken and/or plans to take to minimize any delay; and 3) the date by which or the time period within which Respondent proposes to complete the delayed activities.

Respondent's failure to timely and properly notify EPA as required by this paragraph shall constitute a waiver of Respondent's rights under this paragraph as to the specific force majeure event. The burden of proving that an event constituting a force majeure has occurred shall rest with Respondent.

58. This Order may be amended by mutual agreement of EPA and Respondent. Such amendments shall be in writing and shall have as their effective date that date on which such amendments are signed by EPA.

#### Reimbursement

59. Respondent agrees to reimburse EPA for all oversight and response costs related to Respondent's implementation of this Order and/or the RI/FS of the Site that are incurred by the United States Government after the issuance of this Order. After the end of each federal fiscal year in which such costs are incurred by the United States Government, EPA will transmit to Respondent an accounting of all such costs that were incurred during the previous year. These accountings will include, but will not necessarily be limited to, the cost of oversight of Respondent's implementation of the requirements of this Order, the cost of an endangerment assessment and health assessment of the Site, and the cost of EPA's community relations activities with respect to the Site, and will include both direct and indirect costs. Respondent shall, within thirty (30) days of receipt of each such accounting, remit a cashier's or certified check for the amount of those costs, made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency  
Superfund  
P.O. Box 371003M  
Pittsburgh, PA 15251

Such payments shall contain a reference to the docket number of this Order and shall be accompanied by a letter of explanation including the name and address of Respondent, the name of the Site (the M & T Delisa Site), and the EPA Region Number (EPA Region II); a copy of the letter shall be sent to the first two addresses listed in paragraph 34, above.

#### Enforcement

60. If Respondent fails, without prior EPA approval, to comply with any of the requirements or time limits set forth in or established pursuant to this Order, and such failure is not excused under the terms of paragraph 59 above, Respondent shall pay a stipulated penalty to EPA in the amount indicated below for each day of noncompliance:

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<u>Days After Required Date</u>	<u>Stipulated Penalty</u>
1 to 5 days	Zero (0.00)
6 to 10 days	\$500.00/day
11 to 20 days	\$1000.00/day
21 days or more	\$2000.00/day

Any such penalty shall accrue as of the first day after the applicable deadline has passed, and shall continue to accrue until the noncompliance is corrected. Such penalties shall be due and payable ten (10) days following receipt of a written demand by EPA and shall be due and payable every thirtieth day thereafter. Payment of any such penalty to EPA shall be made by cashier's or certified check made payable to the "Hazardous Substance Superfund," with a notation of the docket number of this Order, and shall be mailed to the address set forth in paragraph 60, above. EPA shall have the authority at its sole discretion to reduce or forgive the penalty. A letter stating the basis for the penalties, the name and address of Respondent, the name of the Site, and the EPA Region number shall accompany each such payment; a copy of the letter shall be mailed to the first two addresses listed in paragraph 34, above.

61. Notwithstanding any other provision of this Order, EPA reserves its right to bring an action against Respondent (or any other responsible parties) pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, for recovery of any costs incurred in oversight of Respondent's implementation of this Order, and any other response costs incurred by the United States Government with respect to this Site.

62. Notwithstanding any other provision of this Order, EPA reserves its right to take enforcement actions against Respondent (or any other responsible parties) including, but not limited to, actions for monetary penalties for any violation of law or this Order. Such enforcement actions may include, though need not be limited to, actions pursuant to Sections 107(c)(3) and/or 109 of CERCLA, 42 U.S.C. §§9607(c)(3), 9609.

63. Nothing herein shall preclude EPA from taking any additional enforcement actions and/or additional removal or remedial actions as it may deem necessary or appropriate for any purpose, including, but not limited to, the investigation, prevention or abatement of a threat to the public health, welfare, or the environment arising from conditions at the Site.

#### Termination and Satisfaction

64. The provisions of this Order shall be deemed satisfied upon Respondent's receipt of written notice from EPA that all of terms of this Order, including any additional tasks that

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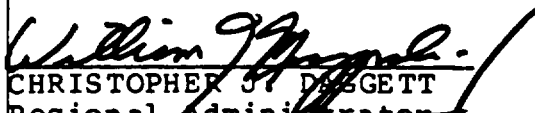
EPA has determined to be necessary, have been satisfactorily carried out.

Effective Date and Effect of Consent

65. This Order shall become effective on the third (3rd) business day after it is signed by the Regional Administrator of EPA Region II, and all times for performance of actions or activities to be performed under this Order shall be calculated from said effective date.

66. Nothing contained in this Order shall constitute or be construed as an admission by Respondent with respect to any factual finding or legal determination. Neither this Order nor any action taken by Respondent pursuant to this Order shall constitute any evidence against Respondent, an admission of liability or responsibility by Respondent, a waiver by Respondent of any rights or defenses, nor an estoppel against Respondent with respect to any matter, act, claim, or thing related in any manner to the Site for any purpose other than in an action by EPA to enforce the terms of this Order. However, Respondent agrees not to contest the authority or jurisdiction of the Regional Administrator of EPA Region II to issue this Order, and also agrees not to contest the validity of this Order or its terms in any action to enforce its provisions.

U.S. ENVIRONMENTAL PROTECTION AGENCY

  
CHRISTOPHER J. DEGETT  
Regional Administrator  
U.S. Environmental Protection Agency  
Region II

3-31-88  
DATE

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CONSENT

The Respondent identified below has had an opportunity to confer with EPA to discuss this Order. The Respondent hereby consents to the issuance of this Order and to its terms. Furthermore, the individual signing this Order on behalf of Respondent certifies that he or she is fully authorized to agree to the terms and conditions of this Order and to legally bind Respondent.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

  
(signature)

DATE

3/18/88

GARY R. SLIGAR  
(printed name of signatory)

ATTORNEY IN FACT  
(title of signatory)

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